

IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF TEXAS  
MARSHALL DIVISION

ERIN EDNEY, §  
§  
Plaintiff, §  
§  
v. § CASE NO. 2:14-cv-00306  
§  
CHRYSLER GROUP, LLC, a Delaware § JURY  
Limited Liability Company, §  
§  
Defendant.

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**CHRYSLER GROUP LLC'S ORIGINAL ANSWER  
TO PLAINTIFFS' ORIGINAL COMPLAINT AND JURY DEMAND**

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Defendant Chrysler Group LLC ("Chrysler Group") answers Plaintiff's Original Complaint ("Complaint") as follows:

**I. ANSWER TO PARTIES**

1. Chrysler Group is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 1 of the Complaint and, therefore, denies same.
2. Chrysler Group admits it is a limited liability company organized under the laws of the State of Delaware with its principal place of business in Michigan. Chrysler Group also admits that it was properly served in this lawsuit.

**II. ANSWER TO JURISDICTION AND VENUE**

3. Chrysler Group is not contesting subject matter jurisdiction. Chrysler Group, however, denies that it is liable to Plaintiff for any sum of money.

4. Chrysler Group is without knowledge or information sufficient to form a belief as to the truth of the allegations made in paragraph 4 of the Complaint and, therefore, denies same.

### **III. ANSWER TO FACTUAL BACKGROUND**

5. Chrysler Group denies that the 2011 Dodge Durango is defective or unreasonably dangerous. Chrysler Group is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations made in paragraph 5 of the Complaint and, therefore, denies same.

6. Chrysler Group is without knowledge or information sufficient to form a belief as to the truth of the allegations made in paragraph 6 of the Complaint and, therefore, denies same.

7. Chrysler Group is without knowledge or information sufficient to form a belief as to the truth of the allegations made in paragraph 7 of the Complaint and, therefore, denies same.

8. Chrysler Group admits that it designed, in part, and manufactured, in part, the 2011 Dodge Durango. Except as expressly admitted, Chrysler Group denies the remaining allegations made in paragraph 8 of the Complaint.

9. Chrysler Group is without knowledge or information sufficient to form a belief as to the truth of the allegations made in paragraph 9 of the Complaint and, therefore, denies same.

10. In the context alleged, and lacking specific details as to any given circumstance, Chrysler Group is without knowledge or information sufficient to form a belief as to the

truth of the allegations contained in paragraph 10 of the Complaint and, therefore, denies same.

11. Chrysler Group is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 11 of the Complaint and, therefore, denies same.

#### **IV. ANSWER TO CAUSE OF ACTION – DESIGN DEFECT**

12. Chrysler Group admits that Plaintiff has incorporated her previously stated allegations and incorporates by reference its answers to paragraphs 1-11.

13. Chrysler Group denies the allegations contained in paragraph 13 of the Complaint.

14. Chrysler Group denies the allegations contained in paragraph 14 of the Complaint.

15. Chrysler Group denies the allegations contained in paragraph 15 of the Complaint.

#### **V. ANSWER TO CAUSE OF ACTION – NEGLIGENCE**

16. Chrysler Group admits that Plaintiff has incorporated her previously stated allegations and incorporates by reference its answers to paragraphs 1-15.

17. Chrysler Group denies the allegations contained in paragraph 17 of the Complaint, including the allegations contained in subparts (a) through (h).

18. Chrysler Group denies the allegations contained in paragraph 18 of the Complaint.

#### **VI. ANSWER TO DAMAGES**

19. Chrysler Group admits that Plaintiff has incorporated her previously stated allegations and incorporates by reference its answers to paragraphs 1-18.

20. Chrysler Group denies the allegations contained in paragraph 20 of the Complaint.

#### **VII. ANSWER TO INTEREST AND COURT COSTS**

21. Chrysler Group denies that it is liable to Plaintiff for any of the relief sought in paragraph 21 of the Complaint and, therefore, denies same.

### **VIII. ANSWER TO PRAYER FOR RELIEF**

22. Chrysler Group admits that Plaintiff has requested a jury trial and also requests same. Except as expressly admitted, Chrysler Group denies any further relief sought by Plaintiff in paragraph 22 of the Complaint.

### **IX. CHRYSLER GROUP'S DEFENSES**

23. Plaintiff's injuries and damages, if any, were solely caused and/or proximately caused by the conduct, negligence, and/or negligence *per se* of others, and not Chrysler Group.

24. The 2011 Dodge Durango is a safe vehicle that complied with all applicable Federal Motor Vehicle Safety Standards in effect at the time of manufacture.

25. Because the 2011 Dodge Durango complied with mandatory safety standards and regulations adopted or promulgated by the federal government, including but not limited to all applicable Federal Motor Vehicle Safety Standards in effect at the time of manufacture, there is a presumption against liability pursuant to Chapter 82 of the Texas Civil Practice & Remedies Code.

26. If Chrysler Group is found liable as alleged, which it specifically denies, then its percentage of responsibility, if any, should be compared to the percentage of responsibility attributed by the trier of fact to each plaintiff, defendant, settling person, and responsible third party pursuant to Chapter 33 of the Texas Civil Practice and Remedies Code, and any recovery against Chrysler Group should be reduced accordingly.

27. In addition to any other limitation under law, Plaintiff's recovery of medical or health care expenses is limited to the amount actually paid by or incurred on behalf of the claimant pursuant to Texas Civil Practice and Remedies Code § 41.0105.

28. Chrysler Group affirmatively pleads the defense set forth in Texas Civil Practice and Remedies Code §18.091 requiring Plaintiff to prove loss of contributions of a pecuniary value in the form which represents net loss after reduction for income tax payments or unpaid tax liability on said loss of earnings claim pursuant to any federal income tax law. Additionally, Chrysler Group requests the Court to instruct the jury as to whether any recovery for compensatory damages sought by Plaintiff is subject to federal or state income taxes.

29. All allegations in the Complaint that are not specifically answered by Chrysler Group are denied.

30. Chrysler Group does not waive any affirmative defenses that may become applicable during discovery. Chrysler Group expressly reserves the right to assert additional defenses.

**X. JURY DEMAND**

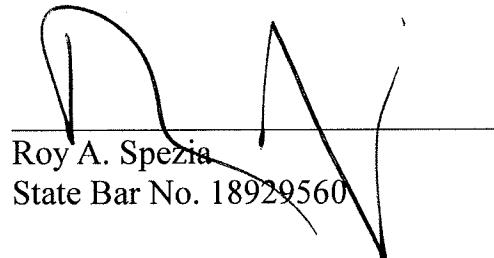
31. Chrysler Group, in accordance with Federal Rule of Civil Procedure 38, demands a trial by jury.

**XI. CONCLUSION AND PRAYER**

32. Chrysler Group prays that Plaintiff takes nothing of and from it by reason of this lawsuit, for costs, and for such other and further relief to which it may be justly entitled, either special or general, and either at law or in equity.

Respectfully submitted,

By:



Roy A. Spezia  
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**COUNSEL FOR DEFENDANT  
CHRYSLER GROUP LLC**

**CERTIFICATE OF SERVICE**

By my signature below, I hereby certify that a true and correct copy of this document was served on the following counsel of record by CM/ECF on this the 29th day of April 2014.

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**COUNSEL FOR PLAINTIFF**



Roy A. Spezia

A handwritten signature in black ink, appearing to be "Roy A. Spezia", is written over a horizontal line. The signature is fluid and cursive, with a prominent 'R' at the beginning and a 'z' at the end.